MUNICIPAL CORPORATIONS—SIDEWALKS—SNOW AND ICE—DUTY OF CITY.—Action was brought by the plaintiff against the city of New Haven to recover damages for personal injuries received from a fall upon ice on a sidewalk which was covered with snow which had recently fallen. The city had no notice of the condition of the sidewalk. *Held*, the city is not liable. *Carl* v. *City of New Haven* (Conn.), 107 Atl. 502.

The question of the liability of municipal corporations for injuries due to ice and snow on streets or sidewalks has been frequently before the courts, but it cannot be said that the courts have adopted any settled doctrine upon the subject. It may be said, however, that as a general rule a municipal corporation is charged with the duty of exercising ordinary care and vigilance in keeping sidewalks in a safe condition. *Furnell* v. *City of St. Paul*, 20 Gil. (Minn.) 101; *Manchester* v. *City of Hartford*, 30 Conn. 118; *City of Bloomington* v. *Bay*, 42 Ill. 503.

A city is held liable where it negligently permits an accumulation of smooth ice on its thoroughfares to the same extent as if the ice had formed in ridges or mounds. *Mogaha* v. *City of Hagerstown*, 95 Md. 62, 51 Atl. 832, 93 Am. St. Rep. 317. But the mere fact that a street of no unusual shape or construction is slippery by reason of a smooth coating of ice from general or local causes does not constitute a defect or want of repair for which a city is liable. *Stanton* v. *City of Springfield*, 94 Mass. 566; *Billings* v. *City of Worcester*, 102 Mass. 329, 3 Am. Rep. 460; *Vonkey* v. *City of St. Louis*, 219 Mo. 37, 117 S. W. 733. In order that the plaintiff may recover he must show negligence on the part of the city. There must be carelessness in allowing the snow and ice to remain for an unreasonabe length of time to the danger of travelers. *Todd* v. *City of Troy*, 61 N. Y. 506; *Toley* v. *City of Troy*, 45 Hun (N. Y.) 396. If there is no lack of care and if there is no breach of the duty on the part of the city to keep the streets in a reasonably safe condition, then the city cannot be said to have been negligent, and consequently cannot be held liable. There must be some neglect of duty. *Winne* v. *City of Albany*, 15 N. Y. Supp. 423; *City of Chicago* v. *McGiven*, 78 Ill. 347.

While a city must exercise ordinary care in keeping its streets and sidewalks in a reasonably safe condition, it does not warrant that they will be safe. The city's legal obligation is to keep the streets and sidewalks in such condition that it will be safe for travelers exercising ordinary care. See *Michigan City* v. *Boeckling*, 122 Ind. 39, 23 N. E. 518. A city is not an insurer in regard to the safety of pedestrians, and is not required to take unreasonable or impracticable precautions. *Chase* v. *City of Cleveland*, 44 Ohio St. 505, 58 Am. Rep. 843. Where the sidewalks have been cleared by the city and a subsequent fall of rain or the melting of adjoining snow is followed by severe cold weather, thus making the sidewalks slippery and dangerous, the city does not have to remove the ice until a thaw comes, for until that time such removal is practically impossible. See *Taylor* v. *City of Yonkers*, 105 N. Y. 202, 11 N. E. 642, 59 Am. Rep. 492. So also, where the plaintiff fell on a piece of ice covered with snow, there being no evidence that the street was in need of repair, or that the city was otherwise negligent, it was held that the city was not liable. *Tracey* v. *City of Poughkeepsie*, 46 Hun (N. Y.) 569.

Whether cities are liable for not removing ice from sidewalks depends upon the circumstances of each particular case. Nothing can be required of them which a jury would say was unreasonable. *Hall* v. *City of Lowell*, 10 Cush. (Mass.) 260; *Smith* v. *City of Brooklyn*, 36 Hun (N. Y.) 224. The duty of the city to exercise ordinary care is not discretionary but is absolute and obligatory. *Collins* v. *City of Council Bluffs*, 32 Iowa 324, 7 Am. Rep. 200. Where injuries are sustained and the plaintiff does not show more than the mere existence of ice which is not dangerous or unsafe except that the sidewalk was at that place very smooth and very difficult to pass over, it has been held that the city is not liable. *Gilbert* v. *City of Roxbury*, 100 Mass. 185. But where the injury was caused by the accumulation of ice and snow in ridges or drifts, the city has been held liable. *Luther* v. *City of Worcester*, 97 Mass. 268. In all cases the city must have a reasonable time in which to remove these obstructions. *Taylor* v. *City of Yonkers*, *supra*.

In Virginia the general trend of authority is followed, and it is held that it is the duty of municipal corporations to use proper and ordinary care to see that the sidewalks are reasonably safe for persons using ordinary care and prudence. But the mere slipperiness of a sidewalk occasioned by ice and snow which has not been accumulated so as to constitute an obstruction, does not render the municipal corporation liable. *City of Lynchburg* v. *Wallace*, 95 Va. 640, 29 S. E. 675; *City of Charlottesville* v. *Failes*, 103 Va. 53, 48 S. E. 511.

REAL PROPERTY—CONDITIONS RESTRAINING ALIENATION.—The plaintiff conveyed land in fee to a certain party upon condition that it should revert to the grantor should the grantee, or anyone claiming under her, sell or lease the property, or any portion thereof, to any person of Chinese, Japanese or African descent within fifteen years. The land was situated in a residential district thickly settled with persons of the Caucasian race. Within the time set forth in the condition the grantee conveyed the land to the defendant, a negro of African descent. The plaintiff brought an action to recover the land. *Held*, the plaintiff cannot recover. *Title Guarantee & Trust Co.* v. *Garrott* (Cal.), 183 Pac. 470. For principles involved, see 3 VA. LAW REV. 473.

REAL PROPERTY—EASEMENTS BY ESTOPPEL—REPRESENTATIONS IN GOOD FAITH.—The defendant real estate company was the owner of building lots bordering on the ocean. The plaintiff bought one of these lots from the defendant, relying upon the defendant's representation that the strip of land fronting on the ocean to which the defendant retained title would be used only for the construction of a boardwalk. The representation was made in good faith through an error in the plat of the lots on the map by means of which the sale was made. After the plaintiff had built a dwelling house upon his lot the defendant offered for sale for building purposes the strip of land in front of the plaintiff's premises. The plaintiff brought this action to have it adjudged that the land fronting his premises was subject to an easement in his favor for the right of uninterrupted ingress and egress, and to en-